Case 1:06-cv-00033-ESC ECF No. 70, PageID.602 Filed 05/17/07 Page 1 of 5

### UNITED STATES DISTRICT COURT

#### FOR THE WESTERN DISTRICT OF MICHIGAN

BRANDON MILLER and CHRISTINE MILLER

Plaintiffs,

Defendant.

Case No. 1:06 CV 0033 Honorable Ellen S. Carmody

AMERICOR LENDING GROUP, INC.

# **VERDICT FORM**

1. Did Defendant violate the Equal Credit Opportunity Act?

Yes No

If you checked "Yes" in response to Question 1, go to Question 2. If you checked "No" in response to Question 1, go to Question 6.

2. Did the violation of the Equal Credit Opportunity Act result in any actual damages to the Plaintiffs?

Yes \_\_\_\_\_\_ No \_\_\_\_\_

If you checked "Yes" in response to Question 2, go to Question 3. If you checked "No" to Question 2, go to Question 4.

3.	what are Plaintiffs' actual damages?
	\$
Proce	red to Question 4.
4.	Are Plaintiffs entitled to any punitive damages?
	Yes No
	t checked "Yes" in response to Question 4, go to Question 5. If you checked "No" to tion 4, go to Question 6.
5.	What amount of punitive damages do you award?
	\$
Proce	red to Question 6.
6.	Did a contract exist between Defendant and the Plaintiffs?
	Yes No
	checked "Yes" in response to Question 6, go to Question 7. If you checked "No" in nse to Question 6, go to Question 9.
7.	Was the contract breached by Defendant?
	Yes No

If you checked "Yes" in response to Question 7, go to Question 8. If you checked "No" in response to Question 7, go to Question 9.

8.	Did Plaintiffs suffer any	damages as a resul	t of the breach	of that contract?

	$\checkmark$	
Yes		No

# Proceed to Question 9.

9. Did Defendant make fraudulent representation(s) to the Plaintiffs?

	X	
Yes	/ >	No

If you checked "Yes" in response to Question 9, go to Question 10. If you checked "No" to Question 9, please go to Question 11.

10. Did Plaintiffs suffer any damages as a result of the fraudulent representations?

Yes	No
-----	----

#### Proceed to Question 11.

11. If you find that Plaintiffs are entitled to damages based on amounts they will or will not pay in the future, then you must determine the annual amount of those future damages and determine what, if any, changes in that annual amount should be made for future years. The number of changes is up to you. You may make as many changes as you find appropriate or none at all.

Year	Amount of Damages
2005 (1)	
2006 (2)	
2007 (3)	

see next page

,
Calculation
35,700 @ 8.09 % = 2888/y 35,700 @ 5,875 % = 2097/41 \$ 791
x 20 yrs 15.820
142,950@2%= 2859 142,950@5,875= 8398 5539
$\times 5 \text{ yrs} \frac{\times 5}{27.695}$

Year Amount of Damages  2008 (4)  2009 (5)  2010 (6)  2011 (7)  2012 (8)  2013 (9)  2014 (10)	
2009 (5) 2010 (6) 2011 (7) 2012 (8) 2013 (9)	
2010 (6) 2011 (7) 2012 (8) 2013 (9)	
2011 (7) 2012 (8) 2013 (9)	
2012 (8) 2013 (9)	
2013 (9)	
2014 (10)	
2015 (11)	
2016 (12)	
2017 (13)	
2018 (14)	
2019 (15)	
2020 (16)	
2021 (17)	
2022 (18)	
2023 (19)	
2024 (20)	
2025 (21)	
2026 (22)	
2027 (23)	
2028 (24)	
2029 (25)	
2030 (26)	
2031 (27)	
2032 (28)	
2033 (29)	
2034 (30)	

12.	Did Defendant violate the Mortgage Lenders, Brokers and Servicers Act?
	Yes No
	the checked "Yes" in response to Question 12, go to Question 13. If you checked "No" to tion 12, STOP HERE.
13.	Did Plaintiffs suffer any actual damages as a result of the violation?
	Yes No
	u checked "Yes" in response to Question 13, go to Question 14. If you checked "No" in onse to Question 13, STOP HERE.
14.	What are Plaintiffs' actual damages?  Plaintiff's  S lawyery legal fees
END	OF THIS FORM.
Dated	d: 5/17/07 Debut Reese Signature of Jury Foreperson